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17 **UNITED STATES DISTRICT COURT**
18 **CENTRAL DISTRICT OF CALIFORNIA**

19 ZEPP, INC. AND ANHUI HUAMI
20 INFORMATION TECHNOLOGY
CO., LTD.

21 Plaintiffs,
22 v.

23 AMAZWEAR TECHNOLOGY INC.,
24 SHENZHEN KOSPET
25 TECHNOLOGY., LTD., AND
SHENZHEN LIEDONG
TECHNOLOGY CO., LTD.

26 Defendants.

27 AMAZWEAR TECHNOLOGY INC.,

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Case No. 2:24-cv-07182-JLS-AGR

**STIPULATED PROTECTIVE
ORDER**

1 Counterclaim-Plaintiff

2 v.

3 ZEPP, INC. AND ANHUI HUAMI
4 INFORMATION TECHNOLOGY
CO.,LTD.,

5 Counterclaim-Defendants.

6 SHENZHEN KOSPET
7 TECHNOLOGY., LTD.,

8 Counterclaim-Plaintiff

9 v.

10 ZEPP, INC. AND ANHUI HUAMI
11 INFORMATION TECHNOLOGY
CO., LTD.,

12 Counterclaim-Defendants.

13 SHENZHEN LIEDONG
14 TECHNOLOGY CO., LTD.,

15 Counterclaim-Plaintiff

16 v.

17 ZEPP, INC. AND ANHUI HUAMI
18 INFORMATION TECHNOLOGY
CO., LTD.,

19 Counterclaim-Defendants.

1
2 1. PURPOSES AND LIMITATIONS

3 Discovery in this action is likely to involve production of confidential,
4 proprietary, or private information for which special protection from public
5 disclosure and from use for any purpose other than prosecuting this litigation may
6 be warranted. Accordingly, the parties hereby stipulate to and petition the Court
7 to enter the following Stipulated Protective Order. The parties acknowledge that
8 this Order does not confer blanket protections on all disclosures or responses to
9 discovery and that the protection it affords from public disclosure and use extends
10 only to the limited information or items that are entitled to confidential treatment
11 under the applicable legal principles. The parties further acknowledge, as set forth
12 in Section 12.3, below, that this Stipulated Protective Order does not entitle them
13 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
14 procedures that must be followed and the standards that will be applied when a party
15 seeks permission from the court to file material under seal.

16 1.1. Good Cause Statement

17 This action is likely to involve trade secrets, customer and pricing lists and
18 other valuable research, development, commercial, financial, technical and/or
19 proprietary information for which special protection from public disclosure and from
20 use for any purpose other than prosecution of this action is warranted. Such
21 confidential and proprietary materials and information consist of, among other
22 things, confidential business or financial information, information regarding
23 confidential business practices, or other confidential research, development, or
24 commercial information (including information implicating privacy rights of third
25 parties), information otherwise generally unavailable to the public, or which may be
26 privileged or otherwise protected from disclosure under state or federal statutes,
27 court rules, case decisions, or common law. Accordingly, to expedite the flow of
28 information, to facilitate the prompt resolution of disputes over confidentiality of

discovery materials, to adequately protect information the parties are entitled to keep confidential, to ensure that the parties are permitted reasonable necessary uses of such material in preparation for and in the conduct of trial, to address their handling at the end of the litigation, and serve the ends of justice, a protective order for such information is justified in this matter. It is the intent of the parties that information will not be designated as confidential for tactical reasons and that nothing be so designated without a good faith belief that it has been maintained in a confidential, non-public manner, and there is good cause why it should not be part of the public record of this case.

2. DEFINITIONS

2.1 Action: this pending federal lawsuit.

2.2 Challenging Party: a Party or Non-Party that challenges the designation of information or items under this Order.

2.3 “CONFIDENTIAL” Information or Items: information (regardless of how it is generated, stored or maintained) or tangible things that constitute or include information that is not publicly known and that cannot be ascertained from an inspection of publicly available documents.

2.4 HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY: extremely sensitive “CONFIDENTIAL” Information or Items, disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means, which may include but is not limited to: (a) trade secrets as defined under Cal. Civ. Code § 3426.1(d) or U.S.C. § 1839(3); (b) research and development data or information; (c) technical, financial, or marketing data or information; (d) commercially sensitive competitive or strategic information; (e) commercially sensitive information obtained from a nonparty pursuant to a current nondisclosure agreement; and (f) commercial agreements, settlement agreements or settlement communications, the disclosure of

1
2 which is likely to cause serious and immediate harm to the competitive position of
3 the producing party.

4 2.5 "HIGHLY CONFIDENTIAL – SOURCE CODE": schematics,
5 Hardware Description Language (HDL) or Register Transfer Level (RTL) files or
6 computer code and associated comments and revision histories, the disclosure of
7 which the Parties acknowledge would create a substantial risk of serious harm such
8 that disclosure could not be avoided by less restrictive means ("Source Code"). For
9 avoidance of doubt, Source Code includes, but is not limited to, source files, "include"
10 files, make files, intermediate output files, executable files, header files, resource
11 files, library files, module definition files, map files, object files, linker files, net lists,
12 circuit schematics, browser info files, debug files, computer code, scripts, assembly,
13 binaries and object code and other human-readable files used in the compilation of
14 Source Code into a software program.

15 2.6 Counsel: Outside Counsel of Record and House Counsel (as well as
16 their support staff).

17 2.7 Designating Party: a Party or Non-Party that designates information or
18 items that it produces in disclosures or in responses to discovery as
19 "CONFIDENTIAL," "HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS
20 EYES ONLY," or "HIGHLY CONFIDENTIAL – SOURCE CODE."

21 2.8 Disclosure or Discovery Material: all items or information, regardless
22 of the medium or manner in which it is generated, stored, or maintained (including,
23 among other things, testimony, transcripts, and tangible things), that are produced,
24 disclosed, or generated in disclosures or responses to discovery, or depositions in
25 this matter.

26 2.9 Expert: a person with specialized knowledge or experience in a matter
27 pertinent to the litigation who has been retained by a Party or its counsel to serve as
28 an expert witness or as a consultant in this Action.

1
2 2.10 House Counsel: attorneys who are employees of a party to this Action.
3 House Counsel does not include Outside Counsel of Record or any other outside
4 counsel.

5 2.11 Non-Party: any natural person, partnership, corporation, association, or
6 other legal entity not named as a Party to this action.

7 2.12 Outside Counsel of Record: attorneys who are not employees of a party
8 to this Action but are retained to represent or advise a party to this Action and have
9 appeared in this Action on behalf of that party or are affiliated with a law firm which
10 has appeared on behalf of that party, and includes support staff.

11 2.13 Party: any party to this Action, including all of its officers, directors,
12 employees, consultants, retained experts, and Outside Counsel of Record (and their
13 support staffs).

14 2.14 Producing Party: a Party or Non-Party that produces Disclosure or
15 Discovery Material in this Action.

16 2.15 Professional Vendors: persons or entities that provide litigation
17 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
18 demonstrations, and organizing, storing, or retrieving data in any form or medium)
19 and their employees and subcontractors.

20 2.16 Protected Material: any Disclosure or Discovery Material that is
21 designated as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE
22 ATTORNEYS EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

23 2.17 Receiving Party: a Party that receives Disclosure or Discovery Material
24 from a Producing Party.

25 3. SCOPE

26 The protections conferred by this Stipulation and Order cover not only
27 Protected Material (as defined above), but also (1) any information copied or
28 extracted from Protected Material; (2) all copies, excerpts, summaries, or

1 compilations of Protected Material; and (3) any testimony, conversations, or
2 presentations by Parties or their Counsel that might reveal Protected Material.
3

4 Any use of Protected Material at trial shall be governed by the orders of the
5 trial judge. This Order does not govern the use of Protected Material at trial.
6

7 **4. DURATION**

8 Even after final disposition of this litigation, the confidentiality obligations
9 imposed by this Order shall remain in effect until a Designating Party agrees
10 otherwise in writing or a court order otherwise directs. Final disposition shall be
11 deemed to be the later of (1) dismissal of all claims and defenses in this Action, with
12 or without prejudice; and (2) final judgment herein after the completion and
13 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
14 including the time limits for filing any motions or applications for extension of time
pursuant to applicable law.

15 **5. DESIGNATING PROTECTED MATERIAL**

16 **5.1 Exercise of Restraint and Care in Designating Material for Protection.**
17 Each Party or Non-Party that designates information or items for protection under
18 this Order must take care to limit any such designation to specific material that
19 qualifies under the appropriate standards. The Designating Party must designate for
20 protection only those parts of material, documents, items, or oral or written
21 communications that qualify so that other portions of the material, documents, items,
22 or communications for which protection is not warranted are not swept unjustifiably
23 within the ambit of this Order.

24 Mass, indiscriminate, or routinized designations are prohibited. Designations
25 that are shown to be clearly unjustified or that have been made for an improper
26 purpose (e.g., to unnecessarily encumber the case development process or to impose
27 unnecessary expenses and burdens on other parties) may expose the Designating
28 Party to sanctions.

If it comes to a Designating Party's attention that information or items that it designated for protection do not qualify for protection, that Designating Party must promptly notify all other Parties that it is withdrawing the inapplicable designation.

5.2 Manner and Timing of Designations. Except as otherwise provided in this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered, Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so designated before the material is disclosed or produced.

Designation in conformity with this Order requires:

(a) for information in documentary form (e.g., paper or electronic documents, but excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing Party affix at a minimum, the legend “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE” to each page that contains protected material. If only a portion or portions of the material on a page qualifies for protection, the Producing Party also must clearly identify the protected portion(s) (e.g., by making appropriate markings in the margins).

A Party or Non-Party that makes original documents available for inspection need not designate them for protection until after the inspecting Party has indicated which documents it would like copied and produced. During the inspection and before the designation, all of the material made available for inspection shall be deemed “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE.” After the inspecting Party has identified the documents it wants copied and produced, the Producing Party must determine which documents, or portions thereof, qualify for protection under this Order. Then, before producing the specified documents, the Producing Party must affix the appropriate legend

1 (“CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS
2 EYES ONLY,” or “HIGHLY CONFIDENTIAL – SOURCE CODE”) as required
3 by this Order.

4 (b) for testimony given in depositions that the Designating Party request
5 that the original and all copies of a deposition transcript be marked
6 “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS’
7 EYES ONLY” before the close of the deposition or within fifteen (15) days of
8 receipt of the final certified transcript. Deposition transcripts shall be treated by
9 default as HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS’ EYES ONLY
10 until the expiration of the time to make a confidentiality designation.

11 (c) for information produced in some form other than documentary and for
12 any other tangible items, that the Producing Party affix in a prominent place on the
13 exterior of the container or containers in which the information is stored the legend
14 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS
15 EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.” If only a
16 portion or portions of the information warrants protection, the Producing Party, to
17 the extent practicable, shall identify the protected portion(s).

18 5.3 Inadvertent Failures to Designate. If timely corrected, an inadvertent
19 failure to designate qualified information or items does not, standing alone, waive
20 the Designating Party’s right to secure protection under this Order for such material.
21 Upon timely correction of a designation, the Receiving Party must make reasonable
22 efforts to assure that the material is treated in accordance with the provisions of this
23 Order.

24 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

25 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
26 designation of confidentiality at any time that is consistent with the Court’s
27 Scheduling Order. Unless a prompt challenge to a Designating Party’s

1 confidentiality designation is necessary to avoid foreseeable, substantial unfairness,
2 unnecessary economic burdens, or a significant disruption or delay of the litigation,
3 a Party does not waive its right to challenge a confidentiality designation by electing
4 not to mount a challenge promptly after the original designation is disclosed.
5

6 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
7 resolution process by providing written notice of each designation, with specificity,
8 it is challenging and describing the basis for each challenge. To avoid ambiguity as
9 to whether a challenge has been made, the written notice must recite that the
10 challenge to confidentiality is being made in accordance with this specific paragraph
11 of the Protective Order. The parties shall attempt to resolve each challenge in good
12 faith and must begin the process by conferring directly (in voice-to-voice dialogue;
13 other forms of communication are not sufficient) within 14 days of the date of
14 service of notice. In conferring, the Challenging Party must explain the basis for its
15 belief that the confidentiality designation was not proper and must give the
16 Designating Party an opportunity to review the designated material, to reconsider
17 the circumstances, and, if no change in designation is offered, to explain the basis
18 for the chosen designation. A Challenging Party may proceed to the next stage of
19 the challenge process only if (1) it has engaged in this meet and confer process first,
20 or (2) establishes that the Designating Party is unwilling to participate in the meet
21 and confer process in a timely manner.
22

23 6.3 If the Parties cannot resolve a challenge without court intervention, the
24 Challenging Party may file a motion challenging a confidentiality designation at any
25 time after complying with the meet and confer requirements imposed in the
26 preceding paragraph, including a challenge to the designation of a deposition
27 transcript or any portions thereof. Any motion brought pursuant to this provision
28 must be accompanied by a competent declaration affirming that the movant has
complied with the meet and confer requirements imposed by the preceding

1 paragraph.
2

3 The burden of persuasion in any such challenge proceeding shall be on
4 the Challenging Party. Frivolous challenges, and those made for an
5 improper purpose (e.g., to harass or impose unnecessary expenses and
6 burdens on other parties) may expose the Challenging Party to sanctions.
7 Unless the Designating Party has waived or withdrawn the confidentiality
8 designation, all parties shall continue to afford the material in question the
9 level of protection to which it is entitled under the Producing Party's
10 designation until the Court rules on the challenge.

11 7. ACCESS TO AND USE OF PROTECTED MATERIAL

12 7.1 Basic Principles. A Receiving Party may use Protected Material that is
13 disclosed or produced by another Party or by a Non-Party in connection with this
14 Action only for prosecuting, defending, or attempting to settle this Action. Such
15 Protected Material may be disclosed only to the categories of persons and under the
16 conditions described in this Order. When the Action has been terminated, a
17 Receiving Party must comply with the provisions of section 15 below (FINAL
18 DISPOSITION).

19 Protected Material must be stored and maintained by a Receiving Party at a
20 location and in a secure manner that ensures that access is limited to the persons
21 authorized under this Order.

22 7.2 Disclosure of “CONFIDENTIAL” Information or Items. Unless
23 otherwise ordered by the court or permitted in writing by the Designating Party, a
24 Receiving Party may disclose any information or item designated
25 “CONFIDENTIAL” only to:

26 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well
27 as employees of said Outside Counsel of Record to whom it is reasonably necessary
28 to disclose the information for this Action;

(b) the officers, directors, and employees (including House Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(d) the court and its personnel;

(e) court reporters and their staff;

(f) professional jury or trial consultants, mock jurors, and Professional Vendors to whom disclosure is reasonably necessary for this Action and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information;

(h) during their depositions, witnesses in the action for the Designating Party, the Producing Party, and any party believed, in good faith, to have knowledge about the document; and

(i) any mediator or settlement officer, and their supporting personnel, mutually agreed upon by any of the parties engaged in settlement discussions.

7.3 Disclosure of “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS”

EYES ONLY” Information or Items. Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY” only to:

(a) the Receiving Party's Outside Counsel of Record in this Action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this Action;

(b) Experts (as defined in this Order) of the Receiving Party to whom

1 disclosure is reasonably necessary for this Action and who have signed the
2 “Acknowledgment and Agreement to Be Bound” (Exhibit A);
3

4 (c) the court and its personnel;

5 (d) court reporters and their staff;

6 (e) professional jury or trial consultants, mock jurors, and Professional
7 Vendors to whom disclosure is reasonably necessary for this Action and who have
8 signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A);

9 (f) the author or recipient of a document containing the information or a
10 custodian or other person who otherwise possessed or knew the information;

11 (g) during their depositions, witnesses in the action for the Designating Party,
12 the Producing Party, and any party believed, in good faith, to have knowledge about
13 the document; and

14 (h) any mediator or settlement officer, and their supporting personnel,
15 mutually agreed upon by any of the parties engaged in settlement discussion.

16 7.4 Disclosure of “HIGHLY CONFIDENTIAL – SOURCE CODE”
17 Information or Items. Unless otherwise ordered by the court or permitted in writing
18 by the Designating Party, a Receiving Party may disclose any information or item
19 designated “HIGHLY CONFIDENTIAL – SOURCE CODE” only to:

20 (a) the Receiving Party’s Outside Counsel of Record in this Action, as well as
21 employees of said Outside Counsel of Record to whom it is reasonably necessary to
22 disclose the information for this Action;

23 (b) Experts (as defined in this Order) of the Receiving Party to whom
24 disclosure is reasonably necessary for this Action and who have signed the
25 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

26 (c) the court and its personnel;

27 (d) court reporters and their staff;

28 (e) the author or recipient of a document containing the information or a

custodian or other person who otherwise possessed or knew the information;

(f) during their depositions, witnesses in the action for the Designating Party, the Producing Party, and any party believed, in good faith, to have knowledge about the document.

8. PROSECUTION BAR

Absent written consent from the Producing Party, any individual who receives access to “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information shall not be involved in the prosecution of patents or patent applications relating to the subject matter of this action, including without limitation the patents asserted in this action and any patent or application claiming priority to or otherwise related to the patents asserted in this action, before any foreign or domestic agency, including the United States Patent and Trademark Office (“the Patent Office”). For purposes of this paragraph, “prosecution” includes directly or indirectly drafting or amending patent claims. To avoid any doubt, “prosecution” does not include representing a party during a postissuance proceeding before a domestic or foreign agency (including, but not limited to, a reissue, ex parte reexamination or inter partes reexamination) so long as the individual does not participate in any way in drafting or amending patent claims. For the sake of clarity, the preceding sentence includes advising, counseling or any other input into drafting and amending claims. “Prosecution” also does not include representing a petitioner in a post-issuance proceeding before a domestic or foreign agency. This Prosecution Bar shall begin when a person has accessed “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information and shall end one (1) year after final termination of this action, including final resolution of any appeals or after the time to appeal has expired without an appeal having been filed.

9. SOURCE CODE

(a) To the extent production of source code becomes necessary in this case, a Producing Party may designate source code as “HIGHLY CONFIDENTIAL – SOURCE CODE” if it comprises or includes confidential, proprietary or trade secret source code.

(b) Protected Material designated as “HIGHLY CONFIDENTIAL – SOURCE CODE” shall be subject to all of the protections afforded to “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY” information, and may be disclosed only to the individuals to whom “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY” information may be disclosed.

(c) During or after a Source Code inspection, the Receiving Party may request that the Producing Party print specified portions of the Source Code that are reasonably necessary for the preparation of court filings, pleadings, expert reports, or other papers, or for deposition or trial. Should the Producing Party believe the requested number or content of the printouts is excessive, the parties shall meet and confer regarding the request. If the concerns cannot be resolved, the Producing Party shall file for a protective order within five (5) business days of the Parties' conference. Unless it objects to the request, within three (3) business days of receiving a request for paper copies of Source Code from the Receiving Party, the Producing Party shall provide the requested portions of Source Code in paper form to the Receiving Party, with bates numbers and the label "HIGHLY CONFIDENTIAL – SOURCE CODE." If the Producing Party objects to the amount of Source Code requested by the Receiving Party in paper form, it shall, within two (2) business days of receiving the Receiving Party's request, initiate the dispute resolution process set forth above.

(d) The Receiving Party shall maintain a record of the address where each paper copy of the Source Code is kept or moved and maintain a record indicating any individual who has inspected any portion of the Source Code in electronic or

1 paper form. The Receiving Party shall maintain all paper copies of any printed
2 portions of the Source Code in a secured, locked area when not in immediate use. In
3 addition, the Receiving Party may ship paper copies of printed portions of the Source
4 Code via a secure courier delivery service (e.g., Federal Express) to persons
5 authorized to access same under this Protective Order, who shall also maintain all
6 paper copies of any printed portions of the Source Code in a secured, locked area
7 when not in immediate use. The Receiving Party may create excerpts reasonably
8 necessary for court filings, expert reports, discovery responses and other similar
9 documents. All such documents shall be clearly marked “HIGHLY
10 CONFIDENTIAL – SOURCE CODE” and, if filed, shall be filed under seal.

11

12 **10. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED**
IN OTHER LITIGATION

13

14 If a Party is served with a subpoena or a court order issued in other litigation
15 that compels disclosure of any information or items designated in this Action as
16 “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS
17 EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE,” that Party
18 must:

19 (a) promptly notify in writing the Designating Party. Such notification
20 shall include a copy of the subpoena or court order;

21 (b) promptly notify in writing the party who caused the subpoena or order
22 to issue in the other litigation that some or all of the material covered by the subpoena
23 or order is subject to this Protective Order. Such notification shall include a copy of
24 this Stipulated Protective Order; and

25 (c) cooperate with respect to all reasonable procedures sought to be
26 pursued by the Designating Party whose Protected Material may be affected.

27 If the Designating Party timely seeks a protective order, the Party served with
28 the subpoena or court order shall not produce any information designated in this

1 action as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE
2 ATTORNEYS EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE”
3 before a determination by the court from which the subpoena or order issued, unless
4 the Party has obtained the Designating Party’s permission. The Designating Party
5 shall bear the burden and expense of seeking protection in that court of its
6 confidential material and nothing in these provisions should be construed as
7 authorizing or encouraging a Receiving Party in this Action to disobey a lawful
8 directive from another court.
9

10 **11. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
PRODUCED IN THIS LITIGATION**

12 (a) The terms of this Order are applicable to information produced by a
13 Non-Party in this Action and designated as “CONFIDENTIAL,” “HIGHLY
14 CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY” or “HIGHLY
15 CONFIDENTIAL – SOURCE CODE.” Such information produced by Non-Parties
16 in connection with this litigation is protected by the remedies and relief provided by
17 this Order. Nothing in these provisions should be construed as prohibiting a Non-
18 Party from seeking additional protections.

19 (b) In the event that a Party is required, by a valid discovery request, to
20 produce a Non-Party’s confidential information in its possession, and the Party is
21 subject to an agreement with the Non-Party not to produce the Non-Party’s
22 confidential information, then the Party shall:

23 (1) promptly notify in writing the Requesting Party and the Non-
24 Party that some or all of the information requested is subject to a confidentiality
25 agreement with a Non-Party;

26 (2) promptly provide the Non-Party with a copy of the Stipulated
27 Protective Order in this Action, the relevant discovery request(s), and a reasonably
28 specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

12. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A.

13. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE
PROTECTED MATERIAL

13.1 Inadvertent or unintentional production of “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” documents or information without such designations shall not be deemed a waiver in whole or in part of a claim for treatment as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.”

If, through inadvertence, a Producing Party provides any information pursuant to this litigation without marking the information as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” the Producing Party may subsequently inform the Receiving Party of the specific designation of the disclosed information, and the Receiving Party shall treat the disclosed information as “CONFIDENTIAL,” “HIGHLY CONFIDENTIAL – OUTSIDE ATTORNEYS EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” information upon receipt of written notice from the Producing Party. To the extent the Receiving Party has already disclosed such information, the Receiving Party shall use its best efforts to promptly collect any copies of disclosed material that have been provided to individuals other than those authorized under this Protective Order, and if collected, shall destroy or return them to the Producing Party.

13.2 If a Producing Party inadvertently produces a document, tangible item or electronically stored information that it later discovers or in good faith asserts to be privileged, protected by the work product doctrine, or subject to some other immunity from disclosure (“Privileged Material”) the production of that Privileged Material shall not be deemed to constitute a waiver of any applicable privileges, work product protection, or immunity from disclosure. In such circumstances, upon discovery of the inadvertent disclosure, the Producing Party shall immediately notify the Receiving Party of the inadvertent production, provide a privilege log for the inadvertent production, and request either the return or confirmation of destruction of the Privileged Materials. Within five (5) business days of receiving such notification, the Receiving Party shall return or confirm destruction of all such materials. Such return or confirmation of destruction shall not preclude the Receiving Party from seeking to compel production of the materials (based on information independent of the content of the returned, allegedly privileged

1 materials in question) and shall not constitute an admission by the Receiving Party
2 that the materials were, in fact, privileged or otherwise protected in any way. The
3 Producing Party shall retain the Privileged Material for submission to the Court in
4 the event the Receiving Party moves to compel.

5 **14. MISCELLANEOUS**

6 **14.1 Right to Further Relief**. Nothing in this Order abridges the right of any
7 person to seek its modification by the Court in the future.

8 **14.2 Right to Assert Other Objections**. By stipulating to the entry of this
9 Protective Order no Party waives any right it otherwise would have to object to
10 disclosing or producing any information or item on any ground not addressed in this
11 Stipulated Protective Order. Similarly, no Party waives any right to object on any
12 ground to use in evidence of any of the material covered by this Protective Order.

13 **14.3 Filing Protected Material**. Without written permission from the
14 Designating Party or a court order secured after appropriate notice to all interested
15 persons, a Party may not file in the public record in this action any Protected Material.
16 A Party that seeks to file under seal any Protected Material must comply with Civil
17 Local Rule 79-5. Protected Material may only be filed under seal pursuant to a court
18 order authorizing the sealing of the specific Protected Material at issue. If a Party's
19 request to file Protected Material under seal is denied by the court, then the
20 Receiving Party may file the information in the public record pursuant to Civil Local
21 Rule 79- 5 unless otherwise instructed by the court.

22 **15. FINAL DISPOSITION**

23 After the final disposition of this Action, as defined in paragraph 4, within
24 60 days of a written request by the Designating Party, each Receiving Party must
25 return all Protected Material to the Producing Party or destroy such material. As
26 used in this subdivision, "all Protected Material" includes all copies, abstracts,
27 compilations, summaries, and any other format reproducing or capturing any of the

1 Protected Material. Whether the Protected Material is returned or destroyed, the
2 Receiving Party must submit a written certification to the Producing Party (and, if
3 not the same person or entity, to the Designating Party) by the 60 day deadline that
4 (1) identifies (by category, where appropriate) all the Protected Material that was
5 returned or destroyed and (2) affirms that the Receiving Party has not retained any
6 copies, abstracts, compilations, summaries or any other format reproducing or
7 capturing any of the Protected Material. Notwithstanding this provision, Counsel
8 are entitled to retain an archival copy of all pleadings, motion papers, trial,
9 deposition, and hearing transcripts, legal memoranda, correspondence, deposition
10 and trial exhibits, expert reports, attorney work product, and consultant and expert
11 work product, even if such materials contain Protected Material. Outside Counsel
12 of Record need not purge its document management system or backup tapes to
13 eliminate Protected Material. Any such archival copies that contain or constitute
14 Protected Material remain subject to this Protective Order as set forth in Section 4
15 (DURATION).

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1 IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD.
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3 DATED: March 24, 2025

4 Michael F. Heafey

5 Attorneys for Plaintiffs

6 DATED: March 24, 2025

7 Xionghui Muron

8 Attorneys for Defendants

9
10
11 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.
12

13 DATED June 3, 2025

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18 Honorable Alicia G. Rosenberg

19 United States Magistrate Judge

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EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of _____
_____, [print or type full address], declare under penalty of
perjury that I have read in its entirety and understand the Stipulated Protective Order
that was issued by the United States District Court for the Central District of
California on _____ [date] in the case of *Zepp, Inc. et al v. Amazwear*
Technology Inc. et al., 2:24-CV-07182-JLS-AGR. I agree to comply with and to be
bound by all the terms of this Stipulated Protective Order and I understand and
acknowledge that failure to so comply could expose me to sanctions and punishment
in the nature of contempt. I solemnly promise that I will not disclose in any manner
any information or item that is subject to this Stipulated Protective Order to any
person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for the Central District of California for the purpose of enforcing the terms of this Stipulated Protective Order, even if such enforcement proceedings occur after termination of this action. I hereby appoint _____ [print or type full name] of _____ [print or type full address and telephone number] as my California agent for service of process in connection with this action or any proceedings related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed:

Printed name:

Signature: